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6 Attorneys for Michael A. McConnell,
Chapter 11 Trustee
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **NORTHERN DIVISION**
11

12 In re
13 HVI CAT CANYON, INC.,
14 Debtor.
15
16

Case No. 9:19-bk-11573-MB

Chapter 11

**NOTICE OF SUBMISSION OF FIRST
AMENDMENT TO STALKING HORSE
BIDDER'S ASSET PURCHASE
AGREEMENT**

Sale Hearing

Date: October 5, 2020

Time: 10:00 a.m.

Place: Courtroom 201
1415 State Street
Santa Barbara, California

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20 PLEASE TAKE NOTICE that Michael A. McConnell, the Chapter 11 trustee (the
21 "Trustee") for the estate of HVI Cat Canyon, Inc. (the "Debtor") and the Stalking Horse Bidder
22 have entered into the First Amendment to Purchase and Sale Agreement, a copy of which is
23 attached as Exhibit "1" hereto. The Purchase and Sale Agreement between the Trustee and the

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1 Stalking Horse Bidder (i.e., the APA) is attached to the Trustee's Sale Motion (*docket no. 1221 and*
2 *publicly available at docket no. 1243*) as Exhibit 5.¹

3
4 DATED: September 23, 2020

DANNING, GILL, ISRAEL & KRASNOFF, LLP

5
6 By: /s/ Aaron E. de Leest

7 AARON E. DE LEEST

8 Attorneys for Michael A. McConnell,
9 Chapter 11 Trustee
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27 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the
28 Sale Motion and Bidding Procedures Order, as applicable.

EXHIBIT 1

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (the "Amendment"), is made and entered into as of September __, 2020, by and among **Michael McConnell** ("Trustee"), solely in his capacity as Chapter 11 trustee for the estate of **HVI Cat Canyon, Inc.**, a Colorado corporation ("HVI CC" and, together with Trustee, collectively, "Seller"), and **Team Maria Joaquin, L.L.C.** and **Maria Joaquin Basin, L.L.C.** (collectively "Buyer"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Purchase and Sale Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of August 18, 2020 (the "PSA"), which is subject to overbid at an auction currently scheduled for September 23, 2020 and final sale hearing currently scheduled for October 5, 2020, at 10:00 a.m.;

WHEREAS, on or about September 8, 2020, the Court entered an order, among other things, approving bid procedures and approving Buyer as Stalking Horse Bidder (as defined therein);

WHEREAS, the parties have desire to modify the PSA with respect to Section 2.03 and Schedule 2.04 only as set forth below; and

NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

ARTICLE 1

ACKNOWLEDGMENTS AND RESERVATION OF RIGHTS

Section 1.1 Acknowledgment of Authority. Buyer acknowledges and represents that (a) the execution and entry of this Amendment by Buyer is within Buyer's powers and has been duly authorized by all required corporate actions, and (b) no further authorization or approval or other action by, and no notice to or filing with any Person is required for the due execution and entry of this Amendment by Buyer.

ARTICLE 2

AMENDMENT TO ASSET PURCHASE AGREEMENT

Section 2.1 Amendment to Section 2.03.

(a) Section 2.03 of the PSA is hereby amended and restated in its entirety as follows:

2.03 Revenues and Expenses. (i) Seller shall remain entitled to the rights of ownership attributable to the Assets prior to the Effective Time, including the right to all production, proceeds of production and other proceeds thereof, each to the extent attributable to the Assets prior to the Effective Time (whether such proceeds are received before or after the Effective

Time), (ii) Seller shall remain responsible for (a) all actual field level operating expenses (including costs of insurance) and capital expenditures incurred in the ownership and operation of the Assets in the ordinary course of business and in compliance with all applicable laws and, where applicable, under and pursuant to the relevant operating or unit agreement or forced pooling order, if any (the “*Operating Expenses*”) attributable to the Assets prior to the Effective Time, and (b) all other expenses incurred by Seller including all overhead or administrative costs, costs for consultants, office rent, and payroll that are not directly on the Properties (the “*Admin Expenses*”), and (iii) subject to the occurrence of the Closing, upon Closing, Buyer shall be entitled to all of the rights of ownership attributable to the Assets for the period of time from and after the Effective Time, including the right to all production, proceeds of production and other proceeds thereof, each to the extent attributable to the Assets from and after the Effective Time; and Buyer shall be responsible for all Operating Expenses attributable to the Assets that are incurred from and after the Effective Time; however, Buyer shall not be responsible for any Admin Expenses. Seller shall have no responsibility for any Operating Expenses incurred after the Effective Time or any expenses incurred by Buyer after the Closing Date.

In addition, Buyer shall pay to Seller a management fee of \$25,000 per month, from the Effective Time to the Closing for providing back office support for field operations.

Section 2.2 Amendment to Schedule 2.04.

- (a) Schedule 2.04 to the PSA is hereby deleted and replaced in its entirety with the revised and supplemented Schedule 2.04 attached hereto.

**ARTICLE 3
MISCELLANEOUS**

Section 3.1 Entire Agreement; Effect on PSA. This Amendment and the PSA and all exhibits hereto and thereto embody the entire agreement between the parties respecting the subject matter hereof and thereof and supersede all prior agreements, proposals, communications and understandings relating to such subject matter. The terms of the Amendment shall be considered a part of the PSA as if fully set forth therein. Except as specifically amended by this Amendment, the PSA shall remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of, Seller under the PSA.

Section 3.2 Miscellaneous. This Amendment shall be binding upon the parties and their respective successors and assigns. The section headings are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Amendment or the PSA. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Amendment may be executed by electronic or computerized means (including, without limitation, by electronic stylus, scanned or photographed signature, typing or any electronic signature service) and the parties agree that any such electronic signature by an authorized signatory on behalf of a party shall – to the fullest extent possible – be treated in the same way as a “wet ink” signature by such party.

Section 3.3 Governing Law. The construction, validity, enforcement and interpretation of this Amendment shall be governed by, and construed in accordance with, the laws of the State of California and where applicable the Bankruptcy Code, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

Section 3.4 No Other Amendments. In case of a conflict between the terms of this Amendment and the PSA, the terms of this Amendment control. Except as expressly set forth in this Amendment, the terms of the PSA remain unchanged and in full force and effect.

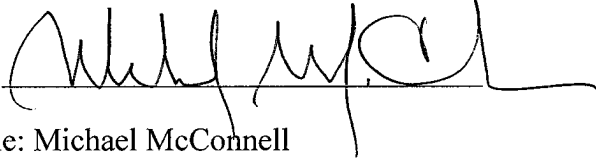
Section 3.5 Fees and Expenses. The Parties agree to bear their own fees and expenses in connection with this Amendment.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SELLER:

HVI CAT CANYON, INC.


By: 

Name: Michael McConnell

Title: Chapter 11 Trustee for the estate of HVI Cat Canyon, Inc.

BUYER:

TEAM MARIA JOAQUIN, L.L.C.

By: 

Name: April Hammel

Title: Secretary

MARIA JOAQUIN BASIN, L.L.C.

By: 

Name: Houdit O. Makabeh

Title: Secretary

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF SUBMISSION OF FIRST AMENDMENT TO STALKING HORSE BIDDER'S ASSET PURCHASE AGREEMENT will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 23, 2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On September 23, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

3. SERVED BY EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 23, 2020, I served the following persons and/or entities by email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Attys. for Buyer Richard B. Hemingway, Esq. *Richard.Hemingway@tklaw.com*

Attys. for Buyer Tye C. Hancock, Esq. *Tye.Hancock@tklaw.com*

Trustee's Real Estate Broker Lindsay Sherrer *Lindsay.Sherrer@tenoaksadvisors.com*

Attys. for Union Oil Company of California and Chevron U.S.A. Inc.: Robert Wallan *robert.wallan@pillsburylaw.com*,
Jonathan Doolittle *jonathan.doolittle@pillsburylaw.com*; William J. Hotze *william.hotze@pillsburylaw.com*

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 23, 2020

Date

Beverly Lew

Printed Name

/s/ Beverly Lew

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

Anthony A Austin on behalf of Creditor California Department of Toxic Substances Control
anthony.austin@doj.ca.gov

Anthony A Austin on behalf of Interested Party California Department of Toxic Substances Control
anthony.austin@doj.ca.gov

William C Beall on behalf of Counter-Claimant GLR, LLC, a Delaware limited liability company
will@beallandburkhardt.com, carissa@beallandburkhardt.com

William C Beall on behalf of Counter-Claimant GRL, LLC, a Delaware limited liability company
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William C Beall on behalf of Creditor GLR, LLC
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William C Beall on behalf of Defendant GLR, LLC, a Delaware limited liability company
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William C Beall on behalf of Defendant GRL, LLC, a Delaware limited liability company
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William C Beall on behalf of Interested Party GRL, LLC, a Delaware limited liability company
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Alan D Condren on behalf of Defendant Elizabeth Esser , berickson@seedmackall.com

Alan D Condren on behalf of Defendant Stephen Fisher , berickson@seedmackall.com

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Jeremy Faith on behalf of Creditor GTL1, LLC

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H Alexander Fisch on behalf of Interested Party California Department of Fish & Wildlife

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H Alexander Fisch on behalf of Interested Party California Regional Water Quality Control Board, Central Coast

Alex.Fisch@doj.ca.gov

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Don Fisher on behalf of Interested Party Interested Party dfisher@ptwww.com, tblack@ptwww.com

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Karen L Grant on behalf of Defendant Janet K Ganong kgrant@silcom.com

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eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Razmig Izakelian on behalf of Creditor GIT, Inc. razmigizakelian@quinnemanuel.com

Razmig Izakelian on behalf of Creditor GTL1, LLC razmigizakelian@quinnemanuel.com

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Evan M. Jones on behalf of Interested Party UBS AG, London Branch ejones@omm.com, ejones@omm.com

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Vincent T Martinez on behalf of Creditor Candace Laine Evenson
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Vincent T Martinez on behalf of Defendant The Bognuda Trust
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Michael Arthur McConnell (TR) Michael.mcconnell@kellyhart.com

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J. Alexandra Rhim on behalf of Counter-Claimant Laor Liquidating Associates, LP arhim@hrhlaw.com

J. Alexandra Rhim on behalf of Creditor Guarantee Royalties, Inc. arhim@hrhlaw.com

J. Alexandra Rhim on behalf of Creditor Laor Liquidating Associates, LP arhim@hrhlaw.com

J. Alexandra Rhim on behalf of Defendant Guarantee Royalties, Inc. arhim@hrhlaw.com

J. Alexandra Rhim on behalf of Defendant Laor Liquidating Associates, LP arhim@hrhlaw.com

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Todd C. Ringstad on behalf of Interested Party Interested Party becky@ringstadlaw.com, arlene@ringstadlaw.com

Mitchell E Rishe on behalf of Creditor California Department of Conservation, Division of Oil, Gas & Geothermal Resources
mitchell.rishe@doj.ca.gov

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Ross Spence on behalf of Interested Party Santa Barbara Air Pollution Control District
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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